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10 Attorneys for Defendant  
11 GLIMMERGLASS NETWORKS, INC.

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

14  
15 TERILOGY CO., LTD.,

16 Plaintiff,

17 v.

18 GLIMMERGLASS NETWORKS, INC.,

19 Defendant.

Case No. 3:08-cv-03364

**DECLARATION OF MARY E. MILIONIS  
IN SUPPORT OF DEFENDANT'S  
ADMINISTRATIVE MOTION TO FILE  
UNDER SEAL EXHIBIT SUBMITTED  
FOR JUDICIAL NOTICE IN SUPPORT OF  
MOTION TO DISMISS**

Complaint Filed: July 11, 2008  
Trial Date: None Set

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22 I, Mary E. Milionis, declare as follows:

23 1. I am an attorney with the law firm of Fenwick & West LLP, counsel for Defendant  
24 Glimmerglass Networks, Inc. ("Glimmerglass"). I make this declaration in support of  
25 Glimmerglass' Administrative Motion to File Under Seal Exhibit Submitted for Judicial Notice in  
26 Support of Motion to Dismiss. I make the following statements based upon my personal  
27 knowledge, and, if called upon to testify, would testify competently thereto.  
28

2. On July 11, 2008, Terilogy filed a complaint initiating the above-entitled action (the "Complaint"). Docket No. 1. Attached to the Complaint are five agreements that constitute highly confidential and proprietary Glimmerglass documents, including a Distributor Agreement between Glimmerglass and Terilogy (Exhibit B to the Complaint).

3. The Distributor Agreement contains proprietary information regarding the sale, distribution, and marketing of products manufactured by Glimmerglass which, if publicly disclosed, could result in competitive harm to Glimmerglass. By the Distributor Agreement's own terms, the parties are obligated to treat it and its provisions and attachments as "confidential."

4. Accordingly, on July 21, 2008, pursuant to stipulation by the Parties and for good cause demonstrated, the Court Ordered that the exhibits to the Complaint, including the Distributor Agreement, be sealed. Docket No. 9.

5. Glimmerglass is filing a motion to dismiss ("Motion to Dismiss") various causes of action in the Complaint, and a Request for Judicial Notice ("RJN") in connection with its Motion to Dismiss. The RJN seeks judicial notice of an exhibit ("Territory Exhibit") which is a part of the confidential Distributor Agreement (noted in paragraph 2, above), but which Plaintiff failed to attach to its Complaint. The Territory Exhibit is attached to the RJN as Exhibit A.

6. On or about August 20, 2008, Rodger R. Cole, a partner at my firm, e-mailed Mark Petersen, counsel for Terilogy, informing him that Glimmerglass intended to file the Motion to Dismiss for which certain moving papers would rely on the Parties' sealed and confidential agreements. Mr. Cole's e-mail, which I was copied on, further indicated that Glimmerglass intended to file a motion to seal any confidential portions or documents, and asked Mr. Petersen if his client would stipulate to their being filed under seal or otherwise not oppose a motion to seal.

7. On or about August 21, 2008, Mr. Peterson advised Mr. Cole by e-mail, on which I was also copied, that Terilogy would not oppose such a motion.

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1 I declare under penalty of perjury that the foregoing is true and correct, and that this  
2 declaration was executed on August 22, 2008 in San Francisco, California.

3  
4 /s/ Mary E. Milionis  
Mary E. Milionis

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FENWICK & WEST LLP  
ATTORNEYS AT LAW  
MOUNTAIN VIEW